

On-call Food Vendor List Submittal

It is REQUIRED that you COMPLETE, SIGN and SUBMIT the original of this form to the City of Tempe, Rio Salado Office with the submittal.

Type or legibly write in ink all information required below.

Vendor/Company Name _____

Vendor/Company Mailing Address _____

Vendor/Company Street Address _____

Contact Person _____ Title _____

Contact's Phone # _____ E-mail Address _____

Vendor/Company Tax & Insurance Information (attach copies of licenses, permits and insurance):

Arizona Transaction Privilege (Sales) Tax No. _____

Arizona Use Tax No. _____

Federal I.D. No. _____

Tempe Transaction Privilege (Sales) Sales Tax No. _____

Product and Liability Insurance - Name of Insurance Carrier _____

Name of Insured _____

Policy No. _____

This Submittal for On-Call Food Vending is submitted by

Authorized Respondent Signature (in ink) _____

Respondent's Title (Type of Print in ink) _____

Date _____

The City of Tempe is compiling a list of on-call food and non-alcoholic beverage vendors to use on an as-needed basis. This list will be used for selecting vendors to sell food and non-alcoholic beverages for events at City of Tempe parks. The On-call food vendor list is to allow for the selection of multiple vendors for a wide variety of foods, and non-alcoholic beverages.

Any vendor that completes this application and includes the requested information, copies of permits, licenses and approvals is eligible to be added to the On-Call Food Vendor list. The City reserves the rights to select the type and number of vendors from the list whom best match the particular needs of an event.

The City will determine and notify individual vendors when an activity or event has the need for vendors. The selection of the number, frequency, and duration of vendors is at the sole discretion of the City. Use of on-call vendors is not guaranteed. Locations of on-call vendors will be assigned by the City.

City Goals for Vendors

- Assure a quality recreation experience for the community by providing creative, innovative, high quality park vendor services and products in a convenient and affordable manner.
- Provide consistent and quality service to the public.
- Maximize safety to the public and minimize threats to the park environment.

1. **Annual Review of On-call List:** The term of the on-call list will be one calendar year commencing June 1 through and shall continue for a period of 12 month(s) thereafter to May 31 of each year unless terminated, canceled or extended as otherwise provided. Application to be included on the On-Call list will take place at any time of the calendar year. Acceptance and notice of inclusion on the on-call list will be provided by the City within 30 days of application. The Food Vendor On-call list is non-transferable and can not be assigned by the vendor/Company without the written approval of the City.

2. **Vendor Removal from On-Call List:** This vendor may be removed from the list by the City after any of the following

- A. The vendor provides food or beverage that does not meet the product list, product quality or prices for items identified in the on-call list submittal or as modified and approved in writing by the City of Tempe;
- B. The vendor fails to adequately perform the services identified in the on-call list;
- C. The vendor fails to provide the work required or furnish the materials required for the agreed date(s) of service;
- D. The vendor fails to maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the vendor and payment of on-call food vendor fees to the City of Tempe, if any.
- E. The vendor fails to make progress in the performance as the on-call vendor and/or gives the City reason to believe that the vendor will not or cannot perform to the requirements of an on-call vendor.

3. **Licenses**

The park vendor must be licensed to provide these services within the City. The park vendor must meet all Maricopa County Environmental Services Department requirements for mobile food

establishments and food service workers for the concession facility and employees. The park vendor must maintain City and State of Arizona sales tax licenses.

4. **Insurance:** Prior to commencing vendor services, vendor shall procure and maintain insurance against claims for injuries to persons and damages to property and products, which may arise from or in connection with the performance of the work by the vendor, his agents, representatives, employees, or subcontractors. (See requirements in Attachment A)

Minimum Limits Of Insurance

Vendor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including coverage for contractual liability (including defense expense coverage for additional insureds), personal injury, broad form property damage, product liability and completed operations. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles as applicable.
3. Workers' Compensation and Employers Liability: Workers' Compensation and Employers Liability statutory limits as required by the State of Arizona.
4. Other Insurance: (If applicable, see Attachment A.)

5. **Fee Payments and Accounts**

Park Vendors will be responsible for paying \$25.00 per vending day to the City of Tempe, prior to start of vending.

Payments shall be made to:

City of Tempe
(note location and date where vending is to take place -i.e. Tempe Beach Park, Kiwanis Park, Town Lake Marina, Benedict Sport Fields, etc.)
P.O. Box 5002
Tempe, AZ 85280-5002

If delivered, send to:

Rio Salado Operations Center
620 N. Mill Avenue
Tempe, AZ 85281

The City shall have the right to select from the list. And/or to provide the list of On-call vendors to an event promoter if asked for qualified food and beverage vendors. Vendors invited/selected by an event promoter will negotiate separately any additional fees, permits and insurance requirements.

Park vendors shall be solely responsible for the safekeeping of all monies collected and/or maintained on the premises and shall remove all monies from the premises at the close of business each day.

The On-call vendors used during the calendar year must complete for the City with a year-end form (see Attachment B). Each year statements must be prepared and signed by the owner. The year-end audited statement shall be submitted to the City by January 31st of the following year.

6. Material to Submit for On-Call List

To be considered for the On-call food vendor list, please provide the following items:

- A. On-Call Food Vendor Submittal form completed and signed (first sheet of this packet)
- B. Provide a photo or drawing of your cart or kiosk.
- C. For non-Tempe Businesses provide Completed Outside Vendor Individual Application and completed Vendor Business Application and Sales Tax License. These forms are available at City of Tempe, Tax and License (480-350-2955), 660 S. Mill Avenue, Suite #105. If vendor is already a Tempe business, submit copies of current licenses and permits.
- D. Provide copies of current Maricopa County, Environmental Services Department food vendor permit(s).
- E. Complete the On-call Food Vendor information form (sheet 5 of this packet).
- F. List of product(s) to be sold and price.

Material Required Prior to Vending in Park

- 1. Insurance Certificate with City of Tempe named as additional insured, for the limits and coverages specified.

On-Call Food Vendor Information Form

Listed below are questions to provide the City with the background of your experience. Please answer the questions in detail and in an orderly fashion. Use additional pages as necessary.

1. Describe your proposed food/non-alcoholic beverage vending business. What food and beverages do you offer? Please attach a proposed food and/or beverage price list with your response.

2. How many years of experience do you have in the food and beverage concession business as a licensed vendor? Describe recent, relevant experience below, including dates and locations.

3. Describe all park vendor experience you have with the City of Tempe? Provide dates and parks.

4. List up to three (3) clients for which you have provided a food, non-alcoholic beverage and merchandise concession.

Client	Contact Person	Phone
a)		
b)		
c)		

5. Please provide a Plan (explanation) about how you intend to keep your products from spoilage. (Need not exceed 1 page)

Attachment A

Insurance: Prior to commencing services under this contract, contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors.

Minimum Limits Of Insurance

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including coverage for contractual liability (including defense expense coverage for additional insureds), personal injury, broad form property damage, products and completed operations. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles as applicable.
3. Workers' Compensation and Employers Liability: Workers' Compensation and Employers Liability statutory limits as required by the State of Arizona.
4. Other Insurance: (If applicable, see supplement.)

Deductibles And Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-ensured retentions as respects the City, its officials, employees, and volunteers, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage:
 - a. The City, its officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contractor including the insured's general supervision of the contractor; products and completed operations of the contractor; premises owned, occupied or used by the contractor, or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers.
 - b. The Contractor's insurance coverage shall be primary as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute to it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or volunteers.

- d. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

- a. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by the contractor for the City.

3. All Coverages

- a. Each insurance policy required by this contract shall be endorsed to state the coverage shall not be suspended, voided, and/or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Attachment B

VENDOR: _____			
FINANCIAL STATEMENT 2003			
FOR THE YEAR ENDING DECEMBER 31, 2003			
		Location 1	Location 2 (if applicable)
Sales/Revenues			
	Food & Beverage		
Total Sales/Revenues (required by January 31)			
Cost of Goods Sold (Sales/Revenues)			
	Vendor Fees for Space		
	Electrical Service to Cart/Kiosk		
	Other		
Total Cost of Goods Sold (Sales/Revenues)			
Gross Profit			
Operating Expenses			
Total Operating Expenses			
Operating Profit			
	Other Income		
Income before Interest, Taxes			
	Interest Expense		
	Taxes		
Net Income			